

GUIDELINES FOR BIDDERS
TOWN MAINTENANCE

1. Bids must be submitted on the enclosed bid proposal form. All bids must include the following information of their bid proposal form: Name, Address, Phone #, Date, and total bid price for a 3 year contract. ** All bids must be received by Noon Tuesday, February 18, 2014 and will be opened at 6:30 PM by the Board of Selectmen . **Bids must be in a sealed envelope clearly marked "Town Maintenance bids"** Any bids received after 12:00 Noon will not be considered. Bids will be awarded at the Board of Selectmen's Meeting at a later date after reference checks have been conducted.
 2. All bidders must submit a list of 3 references to have their bid considered.
 3. The Board of Selectmen reserve the right to reject any or all bids. The Board will consider strongly the lowest, responsive, and responsible bidder. Past performance of any bidder will also be considered in awarding the bid.
- ** Cost of living increase if desired should be figured into the total bid price for the 3-year contract.

BID PROPOSAL FORM
TOWN MAINTENANCE

TO: Town of Union
P.O. Box 186
Union, Maine 04862

Having carefully examined the Town Maintenance Contract and Bidding Guidelines as well as the premises and conditions affecting the work, we the undersigned propose to furnish all labor, equipment, and materials necessary for and reasonably incidental to the performance of this contract.

Town Maintenance (3 years) \$ _____ Dollars

The undersigned agrees, if this Bid is accepted to sign a contract and deliver it, along with the Affidavits of all insurance as stated in the Contract document within ten (10) calendar days after the date of such notification of such acceptance.

SIGNED: _____

PRINTED NAME: _____

COMPANY NAME: _____

TELEPHONE: _____

ADDRESS: _____

DATE: _____

TOWN MAINTENANCE CONTRACT

The Town of Union, acting by and through its duly elected officials, hereafter referred to as "TOWN" and _____ of _____, Maine, hereafter referred to as "CONTRACTOR", hereby enter into a contract to maintain the following area for three mowing years beginning April 1st, 2014 and ending November 30, 2016:

THE TOWN COMMON, THE WILLIAM PULLEN BUILDING (TOWN OFFICE/FIRE STATION), AYER PARK, PRIOR PARK, THE ROBERT H. HEALD RECREATION AREA, THE RALPH W. THORNDIKE FIELD, AND FOUNDER'S PARK.

This contract, although for a three year period, will be subject annually to a review of performance of work completed, by the committees listed in the contract and the Town Manager. Final judgment, which would cause termination of this contract if an unsatisfactory evaluation were obtained, will be made by the full Board of Selectmen.

The Contractor will be responsible for all maintenance that includes the following:

- (1) All mowing of grass on a regular basis.
- (2) All trimming of grass on a regular basis (i.e. around the trees and park benches on the Common; the large rocks, monuments, and shrubs at Prior Park, Robert H. Heald Recreation Area, and Founder's Park; around the fence and backstop at the Ralph W. Thorndike Field, and around the fence at the boat ramp at Ayer Park).
- (3) The trimming of bushes as necessary (i.e. Prior Park and Founder's Park).

General Maintenance to include early spring clean up and refuse removal of all areas prior to the first spring mowing. This will require a complete raking of all areas mentioned above. Thereafter, all areas will undergo the pickup of debris including tree limbs, branches, sticks, leaves, bottles, cans, papers, and any other trash at time of mowing.

Specifically, maintenance will also include the following:

- (1) Weeding and trimming is to be done around the William Pullen Building and along the culvert and brook next to the William Pullen Building.

All areas are to be mowed and presentable for Memorial Day Weekend and the Fourth of July.

Work at the Town Common, the William Pullen Building, Founder's Park, Ayer Park, Prior Park, the Robert H. Heald Recreation Area, and the Ralph W. Thorndike Field is to be done under the supervision of the Parks and Recreation Committee Chair in conjunction with the Town Manager. The Town Common shall be mowed twice a week during active growing periods (April thru June but may be extended due to weather) and the Thorndike Field shall be mowed twice a week during baseball season and once thereafter. (Baseball Season April thru June).

The following are the responsibility of the Contractor:

1. The Contractor must provide a Certificate of Insurance in the amount of 500,000/1,000,000 General Liability along with Worker's Compensation Insurance within 10 days after the bid is awarded.
2. The Contractor agrees to maintain throughout the term of this contract insurance coverages of the following types and in the stated amounts: (a) General Liability: 500,000/1,000,000 and (b) Worker's Compensation on all employees, also requiring Worker's Compensation from any subcontractors to the same specification. The Contractor shall further furnish the Town annually, for the duration of the contract, a Certificate of Insurance as proof of these terms listing the Town as **additionally insured**.
3. The Contractor shall indemnify and hold harmless the Town and it's agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor or any of it's officers, agents, employee representatives, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable regardless of whether or not it is caused in part by a party indemnified hereunder and the Contractor, shall, at his own expense and cost, defend and protect said indemnified parties against all of such claims and demands.
4. The Contractor shall promptly pay all bills for labor, materials, machinery, tools, equipment, trucks, freight, fuel, and for all other materials contracted for or used by him on account of the work herein contemplated. If at anytime during the process of the work, or before final payment of any money due to the Contractor under the terms of this contract, any claim for labor, materials, machinery, tools, equipment, trucks, freight, fuel or for any other materials as aforesaid, or for damages by reason of any acts, omissions or neglect of the Contractor in the prosecution of the work, shall be presented to the Town, the Town may retain such sum or sums from the monies due the Contractor under this contract as is necessary to discharge all such claims whether for labor, materials or for damages as aforesaid. When the validity of such claims shall be established and fully determined, all such claims may be paid from the amount so retained if it to be sufficient for that purpose. If such claims are invalid and groundless, any amount so retained shall be paid to the Contractor, or in case of default of the contract to the Contractor's surety.

5. If the contractor shall fail to perform according to the terms and conditions of this contract at any time and in the manner specified, such failure to perform shall constitute a breach of the total contract. In the event of a breach, the majority of the Municipal Officers shall immediately give verbal notice to the Contractor and order him to perform within a reasonable time. If the Contractor fails or refuses to substantially perform within the time specified by the Municipal Officers, they may declare the contract terminated in whole or in part, as follows:
 - A.) Termination in Whole: The Municipal Officers may terminate this contract in whole by sending the Contractor a written notice stating the reasons for termination. The Contractor will be paid for all work satisfactorily completed by him prior to termination, but the remainder of the money due under the contract may be used to hire a substitute contractor to perform the job. In the event that the cost of hiring a substitute contractor exceeds the amount of money remaining under this contract, the Contractor shall be responsible for that additional cost as well.
 - B.) Termination in Part: The Municipal Officers may after verbal notice to the Contractor, hire a temporary substitute contractor for any period of time for which the Contractor is unable or unwilling to perform. That substitute contractor shall be paid with money due the Contractor (but unearned) under this contract. This contract will otherwise remain in effect and the Contractor may resume work when he is able or willing.
 - C.) Other Remedies: The Municipal Officers may seek any other legal or equitable remedies available to enforce this contract or seek damages, including incidental and consequential damages. In the event that the Town files suit to enforce this contract and prevails, the Contractor agrees to reimburse the Town for it's court costs and reasonable attorneys fees.
6. The Contractor will act in compliance with Title 5, MRSA, Section 784(2) (A through D), which statute is hereby incorporated by reference.
7. It is not intended by the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage under the terms or provisions of this contract.
8. This contract may be amended by a writing signed by both parties.
9. The Contractor will furnish his own equipment.
10. This contract may be renewed for an additional period as determined by the Municipal Officers upon successful performance of this contract and with conditions agreed upon by the Municipal Officers and the Contractor.
11. The Town agrees to pay the Contractor the total of \$ for the three-year term of the contract \$ per year. Payments to be made on the following dates:
 - a. 07/25/2014 \$
 - b. 08/25/2014 \$
 - c. 09/25/2014 \$
 - d. 10/25/2014 \$
 - e. 11/25/2014 \$
 - f. 07/25/2015 \$

g. 08/25/2015	\$
h. 09/25/2015	\$
i. 10/25/2015	\$
j. 11/25/2015	\$
k. 07/25/2016	\$
l. 08/25/2016	\$
m. 09/25/2016	\$
n. 10/25/2016	\$
o. 11/25/2016	\$

12. The final yearly payment to be made when it has been determined by the Board of Selectmen, the Parks and Recreation Committee Chair, and the Town Manager that all terms of this contract have been satisfactorily met. A review of performance will be conducted by the Town Manager in November of each year.

In witness whereof the parties, or their duly empowered representatives have executed this amended agreement on the day of 2014.

THE TOWN OF UNION, MAINE

Witness to the Town Manager

Jay Feyler, Town Manager

Witness to the Selectmen

Elmer L. Savage, Chairman

Gregory S. Grotton, Vice Chairman

James W. Justice, Selectman

Sara Moore, Selectman

Lyle J. Cramer, Selectman

Witness to the Contractor

_____, Contractor

PREVIOUS BIDS

Town Maintenance : 26,645.00 For a three year period \$8,881.66 year

Cemetery Mowing: \$72,000 for three years, \$24,000 per year